

AMENDMENT TO THIRD AMENDED CONTRACT
(ADRC)

This Amendment to Third Amended Contract (the "Amendment") is made effective this 30th day of September, 2015, by and among the Secretary for the Kansas Department for Aging and Disability Services ("KDADS"), the Southwest Kansas Area Agency on Aging-Aging and Disability Resource Center ("ADRC") and the Kansas Department of Administration ("DoA") all of whom may hereinafter be collectively referred to as the "Parties":

WHEREAS, the Parties entered into Second Amended Contract effective October 1, 2014, termed the Second Amended Contract (the "Original Agreement"); and

WHEREAS, the Parties wish to modify certain terms and provisions of the Original Agreement pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the mutual promises of the Parties contained in this Amendment, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. AMENDMENTS TO THE ORIGINAL AGREEMENT:

The Parties agree that the Original Agreement shall be amended consistent with the following provisions:

- A. **AGREEMENT TERM:** The term of the Original Agreement shall be extended from September 30, 2015 through December 31, 2016.
- B. **KDHE PERSONNEL:** Contractor shall ensure office space and equipment is available for a minimum of one KanCare Medicaid Eligibility Worker ("M/E Worker") per each of the eleven Area Agencies on Aging – Aging and Disability Resource Centers (ADRC Locations), and up to four additional M/E Workers at agreed upon satellite locations, as set forth below. The expectation is that the ADRC be a true "one-stop shop" for customers who may be interested in applying for Medicaid and waiver programs. The M/E Worker(s) shall work closely with the ADRC Options Counselors, Intake and I & R/A staff, and assessors to ensure that customers receive all available options for the customer's long-term care services and supports (LTSS). The M/E Worker(s) shall be compensated and supervised by their employing state agency.
 - i. Participation by KDHE program eligibility management will be essential in the monthly KDADS/ADRC conference calls to ensure a smooth transition of M/E Workers and the success of a one-stop shop.
 - ii. ADRC Locations shall provide for the M/E Workers office space, private interview room and equipment consistent with that utilized by other workers in the ADRC Location necessary to carry out their responsibilities, including a workstation/cubicle, chair for M/E Worker, two additional chairs for customers.

- The availability of office space and equipment may vary on a site-by-site basis;
- iii. As provided in more specificity in a Memorandum of Understanding executed by and among KDHE, KDADS and the ADRC, KDHE shall provide the following hardware for the M/E Worker; Laptop with installed software; scanner; cell phone; landline telephone; dedicated high speed internet connection; basic office supplies such as scissors, tape, stapler, paper clips, etc. If the ADRC does not have additional office equipment such as a desk, chair(s) or filing cabinets, KDHE shall purchase and provide the same; provided, however, that any office equipment purchased by KDHE on behalf of its M/E Worker shall be the property of KDHE; and
 - iv. ADRC shall have no supervision responsibilities for the M/E Workers and assumes no responsibility for the actions taken by M/E Workers in performing their responsibilities for the employing state agency.

II. ADRC-REASONABLE INDICATOR QUESTIONS

A. Reasonable Indicator Questions for new Physical Disability ("PD") Functional Assessment customers.

- i. For new PD customers, the ADRCs shall utilize the following three reasonable indicator questions prior to conducting a functional assessment, regardless of the referral origination (standard intake or 3160 or email from KDADS). The ADRC shall ask:
 - 1. Are you between the age of 16 and 64?
 - 2. Do you have a long-term physical disability?
 - 3. If yes, what is your disability?
- ii. If a customer is not between the age of 16 and 64 or if the customer answers "no," to question 2, the ADRC shall include the information on the standard intake, 3160 or email to KDADS and shall not conduct a PD functional assessment; and
- iii. If, however, the customer is within the age of 16 and 64 and answers "yes," to question 2, the ADRC shall complete a functional assessment within 5 business days. The ADRC shall further discuss with the customer whether he or she has been determined "disabled" by the Social Security Administration. If the answer is either yes or pending, the ADRC shall advise the customer that it is required to review such documentation during the functional assessment.

III. QUALITY ASSURANCE AND CONTINUOUS IMPROVEMENT

- A. It is required that Quality Assurance and Continuous Improvement is a part of every ADRC system to ensure adherence to the highest standard of service, as well as to ensure public and private investments in ADRCs are producing measurable results.

i. Continuous Improvement

1. The ADRC shall have a plan in place to monitor program quality and a process to ensure continuous program improvement through the use of the data gathered (i.e. participant satisfaction evaluations).
 2. The ADRC shall create formal processes for collecting input and feedback on the ADRC's operations and on-going development from participants and their families.
 3. The ADRC shall cooperate and adhere to established KDADS' protocols approved by CMS for measuring performance assurances and indicators related to its visibility, trust, ease of access, participant responsiveness, participant satisfaction, efficiency and effectiveness. Once developed and implemented, the ADRC shall provide regular and ongoing reports as to outcomes and quality assurance, as directed by the State, and will provide additional ad hoc reports and other information within five (5) business days when requested by the State. The ADRC shall work cooperatively with quality assurance staff from the KDADS including, but not limited to, site visits, silent call monitoring, customer satisfaction surveys, and Community Services and Programs (CSP) processes.
- KDADS will evaluate ADRC's performance, including, but not limited to:
 1. Timely data entry into state's "System of Record"
 2. Timely completion of assessments after referral, within 5 business days of referral intake. Information required, methods and criteria used to complete assessments shall include:
 - Date of referral and intake
 - Date assessment is completed
 - Assessment conducted face-to-face by a qualified Assessor as required by KDADS
 - Assessment completed using a CMS approved functional eligibility instrument
 - The level of care (LOC) criteria was accurately applied
 - LOC outcome, including rights and responsibilities, was given to participant at the time of assessment

- Documentation to support participant choice of Home and Community Based Services vs. Institution (KDADS will create a form for this)
 - Documentation to support disability determination by the Social Security Administration was verified
 - Timely 3160 notification of functional eligibility determination to appropriate Medicaid review agency, 3160s must be sent by ADRC to Medicaid review agency, excluding programs with a waitlist or those requiring final KDADS approval for program eligibility
 - Assessments completed within 365 days of the last assessment
 - Document "options counseling" in KDADS "System of Record"
3. Timely notification to KDADS and Medicaid agency of participant's status
- Inability to contact participant, attempt to contact is documented as evidence per "Notification of HCBS Program Status Policy" implemented 8/1/14.

IV. WORKING HEALTHY:

Any references to the "working healthy" program in this agreement shall be deleted.

V. MEDICAID FUNCTIONAL ELIGIBILITY INSTRUMENT (MFEI)

The ADRC shall not be required to utilize the Medicaid Functional Eligibility Instrument (MFEI) during the term of this agreement.

VI. REAFFIRMATION OF UNMODIFIED TERMS AND PROVISIONS:

With the exception of the amendments contained herein, all of the rest and remainder of the terms and provisions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the dates set out below.

Signatures on file.